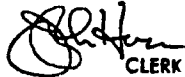


FILED

SEP 06 2011

UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH DAKOTA
SOUTHERN DIVISION


CLERK

MARCUS JACOBSEN, Plaintiff, vs. MID-CENTURY INSURANCE COMPANY, Defendant.	CIV. #11- <u>4128</u> COMPLAINT AND DEMAND FOR JURY TRIAL
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COMES NOW the Plaintiff, Marcus Jacobsen, by and through his counsel of record, and for his causes of action against the Defendant, does hereby state and allege as follows:

NATURE OF THE ACTION

This is a diversity suit to recover uninsured motorist coverage (UM) brought by Plaintiff Marcus Jacobsen against Defendant Mid-Century Insurance Company ("Mid-Century"). The Plaintiff was severely and permanently injured in a three-vehicle automobile accident. The vehicle responsible for the accident, as well as the other vehicle involved, were both uninsured, and Plaintiff seeks to be made whole pursuant to the uninsured coverage available to him as an insured under his policy with Mid-Century.

PARTIES

1.

Plaintiff Marcus Jacobsen is a citizen of the State of South Dakota and resident of Minnehaha County.

2.

Upon information and belief, Defendant Mid-Century is a corporation duly organized and existing under the laws of the State of California, with a principal place of business located at 4750 Wilshire Boulevard, Los Angeles, California, which at all relevant times was duly authorized to issue insurance policies in the State of South Dakota.

JURISDICTION AND VENUE

3.

Plaintiff invokes the jurisdiction of this Court pursuant to 28 U.S.C. § 1332 based upon the diversity of the parties. The amount in controversy exceeds the sum of \$75,000.

4.

A substantial part of the events giving rise to this action occurred in South Dakota, and thus, venue is proper in this Court pursuant to 28 U.S.C. § 1391(a)(2).

FACTS

5.

Defendant Mid-Century provided auto coverage to the Plaintiff pursuant to an insurance policy issued as Policy Number 15747 81 34 (“the Policy”). *See* Exhibit A. The Policy was fully paid, effective, and in force on January 1, 2010.

6.

The Plaintiff was an insured under the Policy, which provided uninsured coverage up to a limit of One Hundred Thousand Dollars (\$100,000). *See* Exhibit A.

7.

On January 1, 2010, while the Policy was in force, the Plaintiff was severely and permanently injured in an automobile accident. *See* Exhibit B. The accident and the Plaintiff’s

resulting injuries and other damages were the fault of Evelyn Washington. Washington's vehicle rear-ended a vehicle driven by Jamie Draper on Interstate 29 in Lincoln County, South Dakota. Washington's vehicle spun around and came to a rest in the northbound passing lane on I-29, facing east with no lights. At the same time, Plaintiff was traveling northbound on Interstate 29. As he approached the accident site, he noticed vehicles with their hazard lights on that were stopped ahead of him. As he attempted to change lanes, he noticed a vehicle in the ditch. When he looked back, Washington's vehicle appeared. It was parked on the interstate with no lights. Plaintiff was unable to avoid a collision with Washington's parked vehicle and hit it nearly head on, forcing Washington's vehicle into the median, spinning it back around facing northbound.

8.

The collision between Washington's vehicle and the Plaintiff's vehicle was solely and proximately caused by Washington's negligence. Washington subsequently pled guilty to citations filed against her as a result of the accident.

9.

The tortfeasor and the vehicle that she was driving were uninsured.

10.

Plaintiff has sought recovery of uninsured motorist benefits from Defendant Mid-Century for Plaintiff's uncompensated damages, and Defendant refused and still refuses payment of the same.

COUNT ONE

11.

Plaintiff hereby realleges paragraphs 1-10 and all previous paragraphs and incorporates them as though fully set forth herein.

12.

By virtue of its Policy of insurance in effect on January 1, 2010, and Plaintiff's status as an insured under the policy, Defendant Mid-Century is contractually obligated to pay Plaintiff uninsured motorist benefits as a result of the automobile accident caused by the tortfeasor.

13.

Defendant Mid-Century has breached its duty to pay Plaintiff uninsured motorist benefits pursuant to the Policy.

14.

Defendant's breach of its duties under the Policy has resulted in substantial damages to the Plaintiff.

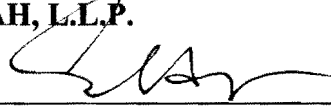
PRAYER FOR RELIEF

WHEREFORE, the Plaintiff prays for the following relief:

- (1) For judgment against the Defendant in an amount to be determined by the jury that will fully compensate Plaintiff for the severe and permanent injuries and all other damages that he has sustained;
- (2) For pre-judgment and post-judgment interest;
- (3) For costs and disbursements herein; and
- (4) For such other and further relief as the Court deems just and equitable.

Dated this 6th day of September, 2011.

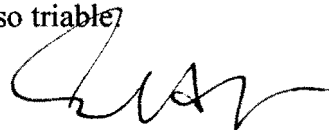
**JOHNSON, HEIDPRIEM
& ABDALLAH, L.L.P.**

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Attorneys for the Plaintiff

DEMAND FOR JURY TRIAL

Plaintiff hereby demands a trial by jury on all issues so triable.

A handwritten signature in black ink, appearing to read 'S. Heidepriem', is written over a horizontal line.

Scott N. Heidepriem